

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

GULF MARINE FABRICATORS, LP

VERSUS

THE ATP INNOVATOR, bearing IMO No.
742, her tackle, furniture, apparel,
appurtenances, etc., *in rem*,
AMERINDO SERVICES LTD., *in personam*,
and *BLUE SKY LANGSA LTD, in personam*

CIVIL ACTION NO. 2:16-cv-00430

IN ADMIRALTY,
F.R.C.P. 9(h) AND RULE C

DECLARATION UNDER 28 U.S.C. § 1746

1. My name is Todd F. Ladd, Executive V.P. & C.O.O. of Gulf Island Fabrication, Inc., being the parent company of Gulf Marine Fabricators, LP (“Gulf Marine”). I am over the age of 18, a citizen of the United States of America, and am competent to give testimony in this matter. I am a resident of Cypress, Texas.

2. Through my capacity as Executive V.P. & C.O.O. of Gulf Island Fabrication, Inc., being the parent company of Gulf Marine, I have personal knowledge of the facts contained in this Declaration, all of which are true and correct.

3. At my direction, Gulf Marine’s accounting department prepared the attached spreadsheet of outstanding receivables owed by Amerindo Services Ltd (“Amerindo”) and Blue Sky Langsa Ltd (“Blue Sky”) to Gulf Marine with respect to the ATP INNOVATOR.

4. The attached spreadsheet lists the charges invoiced to Amerindo and Blue Sky by invoice date with a column for invoice amount, as well as the number of days each invoice was

**EXHIBIT
A**

outstanding through March 12, 2018 using a net 30 or payment due in 30 days basis. In other words, the number indicated on the “Days Outstanding as of 3/12/2018” column is the number of days since payment became due on each invoice.

5. The attached spreadsheet calculated interest at the contractual rate of ten percent (10%) pursuant to Section 8.5 of the parties’ Layberth Agreement. The interest calculation on the attached spreadsheet was done on a net 30 day basis using a simple interest calculation (as opposed to compound interest calculation) from the date of each invoice through March 12, 2018.

6. In accordance with Section 8.2 of the Layberth Agreement, some of Gulf Marine’s invoices were issued to Amerindo and Blue Sky on payment terms of “net 15” and other invoices were issued on payment terms of “net 30.” For purposes of calculating interest on the invoices, though, Gulf Marine treated each invoice as though it was issued on a “net 30” day payment basis. Thus, interest is calculated as beginning to run on the day that is 30 days after the date of each invoice.

7. For example, on January 29, 2016, Gulf Marine invoiced Amerindo and Blue Sky \$55,000. Using payment terms of net 30, the invoice was due on February 28, 2016. As of March 12, 2018, this invoice was 743 days outstanding. To calculate interest on this invoice, Gulf Marine multiplied the invoice amount by the interest rate and then multiplied that figure by the number of days outstanding divided by the number of days in a year. This is shown as following for the January 29, 2016 invoice:

$$\$55,000 * .10 * (743/365) = \$11,195.89$$

8. As shown in the attached spreadsheet, the total interest owed on the amounts due to Gulf Marine equates to \$195,896.63 through March 12, 2018.

9. I previously submitted a Declaration executed on March 30, 2017 [R. Doc. 54-3] in support of Gulf Marine's Motion for Partial Summary Judgment. [R. Doc. 54]. In my March 30, 2017 Declaration, I set forth the invoices submitted to Amerindo and Blue Sky at that time but did not include a \$55,000 invoice dated March 15, 2017 for layberth fees. The attached spreadsheet properly includes the \$55,000 invoice of March 15, 2017 that was previously omitted from my prior Declaration. Since the March 15, 2017 invoice of \$55,000 was inadvertently omitted from my prior Declaration, this \$55,000 amount was not included in the total calculation of amounts owed in Gulf Marine's Motion for Partial Summary Judgment.

10. In sum, as shown in the attached spreadsheet, through February 28, 2018, Gulf Marine has invoiced Amerindo and Blue Sky a total amount of \$2,035,579.04. When the initial security deposit of \$165,000 from Amerindo and Blue Sky is deducted, Gulf Marine is owed \$1,870,589.04 through February 28, 2018, which figure continues to accrue daily. This figure equates to:

- a. \$1,090,323.69 in layberth fees, services and equipment provided to or for the INNOVATOR from November 30, 2015 through March 30, 2017.
- b. \$780,265.35 in layberth fees, services and equipment provided to or for the INNOVATOR from March 31, 2017 through February 28, 2018

11. The above figures continue to accrue daily, and do not include attorney's fees or costs of suit incurred by Gulf Marine.

12. I make this Declaration based on my own personal knowledge and affirmation.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on the 9th day of March, 2018, at Gulf Island Fabrication, Inc., Houston, Texas.



TODD F. LADD
Executive V.P. & C.O.O.
Gulf Island Fabrication, Inc.

Gulf Marine Fabricators, LP**Innovator / Amerindo / Blue Sky - Outstanding Receivables - Simple Interest Calculation
as of 03/12/2018**

Invoice Date	Invoice Amount	Deposit	AR balance	Days Outstanding as of 3/12/2018	Simple Interest at 10%
11/30/15	56,960.97	56,960.97	-	803	-
01/29/16	60,500.00	60,500.00	-	743	-
01/29/16	28,342.45	28,342.45	-	743	-
01/29/16	20,570.16	19,196.58	1,373.58	743	279.61
01/29/16	55,000.00		55,000.00	743	11,195.89
02/23/16	55,000.00		55,000.00	718	10,819.18
02/25/16	19,481.48		19,481.48	716	3,821.57
03/15/16	55,000.00		55,000.00	697	10,502.74
03/15/16	4,437.48		4,437.48	697	847.38
03/29/16	19,621.00		19,621.00	683	3,671.55
04/27/16	30,007.66		30,007.66	654	5,376.71
05/05/16	55,000.00		55,000.00	646	9,734.25
05/16/16	55,000.00		55,000.00	635	9,568.49
05/27/16	18,138.98		18,138.98	624	3,101.02
06/15/16	55,000.00		55,000.00	605	9,116.44
06/27/16	20,112.73		20,112.73	593	3,267.63
07/15/16	55,000.00		55,000.00	575	8,664.38
07/26/16	19,430.81		19,430.81	564	3,002.46
08/15/16	55,000.00		55,000.00	544	8,197.26
08/29/16	19,298.21		19,298.21	530	2,802.21
09/14/16	55,000.00		55,000.00	514	7,745.21
09/30/16	18,444.58		18,444.58	498	2,516.55
10/14/16	55,000.00		55,000.00	484	7,293.15
10/28/16	18,168.26		18,168.26	470	2,339.47
11/15/16	55,000.00		55,000.00	452	6,810.96
11/30/16	18,723.76		18,723.76	437	2,241.72
12/15/16	55,000.00		55,000.00	422	6,358.90
12/31/16	19,886.44		19,886.44	406	2,212.03
01/13/17	55,000.00		55,000.00	393	5,921.92
01/31/17	19,077.45		19,077.45	375	1,960.01
02/15/17	55,000.00		55,000.00	360	5,424.66
02/18/17	19,121.27		19,121.27	357	1,870.22
03/15/17	55,000.00		55,000.00	332	5,002.74
03/31/17	17,768.27		17,768.27	316	1,538.29
04/17/17	55,000.00		55,000.00	299	4,505.48
04/30/17	18,978.27		18,978.27	286	1,487.06
05/16/17	55,000.00		55,000.00	270	4,068.49
05/31/17	2,631.27		2,631.27	255	183.83
06/15/17	55,000.00		55,000.00	240	3,616.44
06/29/17	2,331.27		2,331.27	226	144.35
07/03/17	24,400.00		24,400.00	222	1,484.05
07/18/17	55,000.00		55,000.00	207	3,119.18
07/31/17	17,286.27		17,286.27	194	918.78
08/15/17	55,000.00		55,000.00	179	2,697.26
09/15/17	55,000.00		55,000.00	148	2,230.14
09/30/15	14,950.00		14,950.00	864	3,538.85
10/15/17	50,000.00		50,000.00	118	1,616.44
10/30/17	17,000.00		17,000.00	103	479.73
11/15/17	55,000.00		55,000.00	87	1,310.96
11/30/17	12,400.00		12,400.00	72	244.60
12/15/17	67,000.00		67,000.00	57	1,046.30
02/22/18	67,400.00		67,400.00	-12	-
02/22/18	55,000.00		55,000.00	-12	-
02/28/18	28,120.00		28,120.00	-18	-
TOTALS	2,035,589.04	165,000.00	1,870,589.04		\$ 195,896.63

NOTE: SIMPLE INTEREST CALCULATION TREATED ALL INVOICES AS ISSUED NET 30 DAYS

Outstanding Invoices	1,870,589.04
Interest on unpaid invoices (not invoiced)	\$ 195,896.63
GRAND TOTAL (EXCLUDING SUBSTITUTE CUSTODIAN AND LEGAL FEES)	\$ 2,066,485.67